

P

6/22/06 11:54:05 pa  
BK 114 PG 474 pa  
DESOTO COUNTY, MS  
M.E. DAVIS, CH CLERK

<b>THIS INSTRUMENT PREPARED BY:</b> Anne B. Mathes, Esq. Baker, Donelson, Bearman, Caldwell & Berkowitz 2000 First Tennessee Building 165 Madison Avenue Memphis, TN 38103	<b>INDEXING INSTRUCTIONS:</b> Part of the SE ¼ of the NE ¼, Part of the SW ¼ of the NE ¼, part of the NW ¼ of the NE ¼ and part of the NE ¼ of NE¼, of S25, T1S, R6W, DeSoto County, MS.
---	---

**AMENDMENT OF ASSIGNMENT AND ASSUMPTION DOCUMENTS**

This AMENDMENT OF ASSIGNMENT AND ASSUMPTION DOCUMENTS (the "Amendment"), dated as of April 1, 2006, made and entered into by and between **HEWSON/DESOTO PHASE I, L.L.C.** (the "Assignor"), an Arizona limited liability company, and **WSDC, LLC**, a Delaware limited liability company (the "Assignee").

**W I T N E S S E T H:**

Assignor and Assignee entered into that certain Assignment and Assumption of Lease Agreement and Assumption of Lease Guaranty dated February 14, 2005 of record in Book 107, Page 271 in the Chancery Clerk's Office of DeSoto County, Mississippi (the "Lease Assignment") and that certain Assignment and Assumption of Letter Agreement (the "Letter Assignment") dated February 14, 2005 (unrecorded) in connection with the sale by Assignor to Assignee of certain real property located in DeSoto County described in Exhibit "A" hereto (the "Property").

The Property was to have been conveyed by Assignor to Assignee by means of a Special Warranty Deed dated February 14, 2005 of record at Book 493, Page 254 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Due to a scrivener's error, the property description attached to each of the Special Warranty Deed, the Lease Assignment and the Letter Assignment was incorrect. A Corrective Special Warranty Deed from Assignor as Grantor to Assignee as Grantee is being recorded contemporaneously herewith in the Chancery Clerk's Office of DeSoto County, Mississippi in order to substitute the attached description of the Property for the incorrect description attached to the Special Warranty Deed.

The parties hereto wish to amend the Lease Assignment and Letter Assignment for the same purpose.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by the Assignee and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit "A" to each of the Lease Assignment and the Letter Assignment shall be deleted and the Exhibit "A" attached hereto inserted in lieu thereof.
2. In all other respects, the Lease Assignment and Letter Assignment are ratified and confirmed.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

4. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

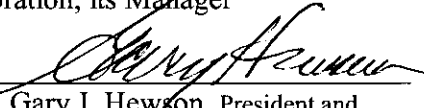
SIGNATURE PAGE  
TO  
AMENDMENT OF ASSIGNMENT AND ASSUMPTION DOCUMENTS

---

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers or members to execute this Assignment as of the day and year first above written.

**HEWSON/DESOTO PHASE I, L.L.C.,**  
an Arizona limited liability company

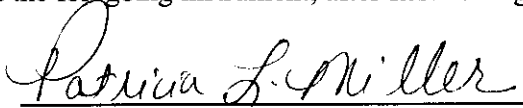
By: HEWSON DEVELOPMENT  
CORPORATION, an Arizona  
corporation, its Manager

By:   
Gary J. Hewson, President and  
Chief Executive Officer

ASSIGNOR

STATE OF Arizona  
COUNTY OF Maricopa

On this 12<sup>th</sup> day of April, 2006, personally appeared before me, a notary public in and for the above jurisdiction, Gary J. Hewson, who acknowledged himself to be President and Chief Executive Officer of **HEWSON DEVELOPMENT CORPORATION**, an Arizona corporation, the Manager of **HEWSON/DESOTO PHASE I, L.L.C.**, an Arizona limited liability company (the "Assignor"), and that for and on behalf of the Manager of the Assignor and for and on behalf of the Assignor and as its act and deed, he executed the foregoing instrument, after first having been duly authorized so to do.

  
Notary Public

My Commission Expires:

January 12, 2009  
(Affix Official Seal)



SIGNATURE PAGE  
TO  
AMENDMENT OF ASSIGNMENT AND ASSUMPTION DOCUMENTS

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers or members to execute this Assignment as of the day and year first above written.

WSDC, LLC,  
a Delaware limited liability company

By: [Signature]  
Title: Manager

GRANTEE

STATE OF Arizona  
COUNTY OF Maricopa

On this 9th day of June, 2006, personally appeared before me, a notary public in and for the above jurisdiction, Jonathan Trett, who acknowledged him self to be manager of WSDC, LLC, a Delaware limited liability company (the "Grantee"), and that for and on behalf of the Grantee and as its act and deed, he executed the foregoing instrument, after first having been duly authorized so to do.

[Signature]  
Notary Public

My Commission Expires:

June 13, 2009

(Affix Official Seal)

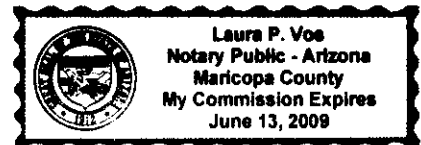


EXHIBIT "A"  
TO  
CORRECTIVE SPECIAL WARRANTY DEED  
FROM  
HEWSON/DESOTO PHASE I, L.L.C.  
TO  
WSDC, LLC

Description of Real Estate

TRACT I:

LOCATED IN DESOTO COUNTY, MISSISSIPPI:

BEING A SURVEY OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S89°32'11"W ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 80.00 FEET TO A POINT; THENCE S00°31'04"E ALONG A LINE THAT IS 80.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 491.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°31'04"E ALONG A LINE THAT IS 80.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 1485.00 FEET TO A POINT; THENCE S89°13'30"W A DISTANCE OF 1957.52 FEET TO A POINT; THENCE N00°46'30"W A DISTANCE OF 1484.99 FEET TO A POINT; THENCE N89°13'30"E A DISTANCE OF 1964.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,911,841 SQUARE FEET OR 66.847 ACRES.

TRACT II:

The rights benefitting the foregoing Tract I created by (a) that certain Reciprocal Storm Water Drainage Agreement dated as of December 1, 1998, by and between Hewson/DeSoto South, L.L.C. and Hewson/DeSoto Phase I, L.L.C., (b) that certain Reciprocal Storm Water Detention and Drainage Agreement dated as of December 1, 1998, by and between Hewson/DeSoto Phase I, L.L.C. and Williams-Sonoma, Inc., and (c) that a certain Reciprocal Connector Easement Agreement by and between Hewson/DeSoto Phase I, L.L.C. and Williams-Sonoma, Inc. dated as of December 1, 1998 and (d) that certain Parking Easement Agreement by and between Hewson/DeSoto Phase I, L.L.C. and Williams-Sonoma, Inc. dated as of December 1, 1998, each recorded contemporaneously herewith in the Office of the Chancery Clerk of DeSoto County, Mississippi.